

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

LEADENHALL CAPITAL PARTNERS LLP  
and LEADENHALL LIFE INSURANCE  
LINKED INVESTMENTS FUND PLC,

Plaintiffs,

vs.

JOSH WANDER, STEVEN PASKO,  
KENNETH KING, 777 PARTNERS LLC,  
600 PARTNERS LLC, SPLCSS III LLC,  
SIGNAL SML 4 LLC, INSURETY AGENCY  
SERVICES LLC, DORCHESTER  
RECEIVABLES II LLC, SUTTONPARK  
CAPITAL LLC, SIGNAL MEDICAL  
RECEIVABLES LLC, INSURETY CAPITAL  
LLC, SUTTONPARK SERVICING LLC,  
SIGNAL SERVICING LLC, INSURETY  
SERVICING LLC, and ADVANTAGE  
CAPITAL HOLDINGS LLC,

Defendants.

Civil Action No. 1:24-cv-03453

**DECLARATION OF LUCA ALBERTINI**

I, Luca Albertini, declare as follows:

1. I am a Managing Partner and the Chief Executive Officer of Leadenhall Capital Partners LLP (“Leadenhall”). I have personal knowledge of the matters described in this declaration, and if called as a witness, I could and would testify competently to the matters discussed in this declaration.

2. On March 29, 2024, I participated in a conference call with Josh Wander. Wander stated that his companies did not have the ability to make a payment of \$15 million absent assistance from Advantage Capital Holdings, LLC (“A-CAP”). During the call, Wander also said

that if 777 Partners and its affiliates (“777 Partners”) even agreed to a repayment plan in exchange for a forbearance agreement, the terms of which had not been approved by A-CAP, A-CAP would call an event of default on A-CAP’s outstanding loans to 777 Partners.

3. On April 2, 2024, Josh Wander called me over the phone concerning whether 777 Partners could make a payment to Leadenhall to pay back outstanding debt due to Leadenhall.

4. During the April 2, 2024 call, I asked Wander whether 777 Partners could pay back even \$15 million of the outstanding debt owed to Leadenhall. Wander responded that 777 Partners could not pay Leadenhall \$15 million. Wander further stated that 777 Partners would only potentially be able to pay Leadenhall \$15 million on April 15, 2024, the date on which Wander anticipated that 777 Partners would obtain funding from a separate source.

5. In response, I stated that I was dismayed that Wander was unable to find even \$15 million to repay Leadenhall. I also stated to Wander that 777 Partners’ inability to find \$15 million made me doubt whether 777 Partners could meet future payment obligations to Leadenhall. Leadenhall never received a \$15 million payment from 777 Partners on or after April 15, 2024.

6. On April 4, 2024, I spoke to Wander over the telephone. During the call, Wander stated that A-CAP would not allow 777 Partners to pay \$30 million to pay down the debt owed to Leadenhall. Wander hinted that he may be able to make an offer to pay \$17.5 million. Leadenhall never received a \$17.5 million payment.

7. On May 2, 2024, I spoke to Josh Wander over the telephone. Wander represented that 777 Partners was presently in the process of running down its business and selling off assets in order to repay its creditors.

8. On May 2, 2024, Wander stated that 777 Partners’ loans to professional football clubs in April 2024 were “protective advances” provided by A-CAP. Wander stated on the call

that 777 Partners and A-CAP were not in a position to provide any funding or “protective advances” to Leadenhall to repay the outstanding debt owed by 777 Partners.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and that this declaration was executed this 13<sup>th</sup> day of May, 2024.

A handwritten signature in black ink, appearing to read "Luca Albertini", is positioned above a horizontal line.

Luca Albertini